

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	Case No. 22-10877 (LSS)
MARINER HEALTH CENTRAL, INC., <i>et al.</i> , ¹)	
)	(Joint Administration Requested)
Debtors.)	
)	

DECLARATION OF SUSAN KANG GORDON

I, Susan Kang Gordon, Esq., hereby declare:

1. I am an attorney in good standing and am licensed to practice law in the Courts of the State of California. I am the owner of the Law Office of Susan Kang Gordon located at 21C Orinda Way #162, Orinda, CA 94563.

2. I am the attorney for the Ledesma Plaintiffs. I have personal knowledge of these matters stated herein and could and would testify competently to them if called as a witness.

3. I submit this declaration (the “Declaration”) in connection with the **Ledesma Action Plaintiffs’ Motion to Transfer Venue of Bankruptcy Cases to the United States Bankruptcy Court for the Northern District of California, Oakland Division**, filed contemporaneously herewith.

4. Attached hereto as **Exhibit A** is a true and correct copy of the Second Amended Judgement in the *Ledesma* action entered on August 23, 2022.

5. Attached hereto as **Exhibit B** is a true and correct copy of excerpts from the Deposition of Kenneth Tabler, taken on February 15, 2022.

¹ The Debtors, along with the last four digits of each Debtor’s tax identification number, are Mariner Health Central, Inc. (6203), Parkview Holding Company GP, LLC (1536), and Parkview Operating Company, LP (7273). The Debtors’ headquarters are located at 3060 Mercer University Drive, Suite 200, Atlanta, GA 30341.

6. Attached hereto as **Exhibit C** is a true and correct copy of excerpts from the Deposition of Kristy Prince Owen, taken on February 15, 2022.

7. Attached hereto as **Exhibit D** is a true and correct copy of excerpts from the Deposition of Linda Taetz, taken on February 15, 2022.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct and of my own personal knowledge. This Declaration was executed in Moraga, California on October 4, 2022.

LAW OFFICE OF SUSAN KANG GORDON

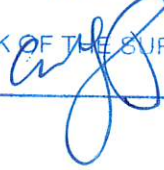
Susan Kang Gordon

Susan Kang Gordon (Bar No. 273979)

EXHIBIT “A”

FILED
ALAMEDA COUNTY

AUG 23 2022

CLERK OF THE SUPERIOR COURT
By  Deputy

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SUPERIOR COURT OF STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

MARICELA LEDESMA, et al.)	Case No.: RG19025110
)	
Plaintiffs,)	[ASSIGNED FOR ALL PURPOSES TO DEPT.
)	21]
vs.)	
)	SECOND AMENDED JUDGMENT
MARINER HEALTH CARE, INC.;)	AFTER GRANTING OF PARTIAL JNOV
MARINER HEALTH CENTRAL, INC.;)	AS TO PUNITIVE DAMAGES
MARINER HEALTH CARE)	
MANAGEMENT COMPANY;)	Action Filed: 6/28/2019
MHC WEST HOLDING COMPANY;)	Trial Date: 5/18/2021
GRANCARE, LLC;)	
PARKVIEW HEALTHCARE CENTER;)	
JOHNSON OKERE;)	
and DOES 1 Through 100, Inclusive,)	
)	
Defendants.)	
)	

On September 16, 2021, and October 14, 2021, the Jury in the above-captioned case returned separate verdicts for monetary damages in favor of the plaintiffs and against defendants;

On December 30, 2021, the court granted plaintiffs' prayer for injunctive relief and entered judgment for monetary and injunctive relief;

On March 21, 2022, the court granted in part and denied in part defendants' motion JNOV;

On March 21, 2022, the court conditionally granted in part and denied in part the Motion for New Trial and issued a remittitur table;

On April 22, 2022, the court entered an amended judgment after granting JNOV, finding that the amended judgment entered on April 22, 2022, did not conform to JNOV entered on March 21, 2022, due to clerical and/or arithmetic errors;

On May 12, 2022, the court entered the First Amended Judgment After Granting of JNOV;

On May 16, 2022, the court re-issued the remittitur table by entering an Amended Remittitur ;

On June 14, 2022, Plaintiffs accepted the Amended Remittitur issued on May 16, 2022;

On July 25, 2022, the court issued an order granting in part and denying in part Defendants' motion to tax costs; and

On July 25, 2022, the court issued an order granting in part Plaintiffs' motion for award of attorney's fees and costs.

IT IS ORDERED, ADJUDGED AND DECREED.

I. MONETARY RELIEF:

Plaintiffs, and each of them, shall have judgment against Defendants Mariner Health Central, Inc, ("Mariner") and Parkview Operating Company, LP, ("Parkview") as follows:

1. Plaintiff Feleai Brown Ah-Hing shall have and recover from Defendant Parkview \$588,123.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Statutory Damages: \$500.00
- b. Compensatory Damages: \$88,000.00
- c. Punitive Damages: \$165,000.00

d. Attorney's Fees: \$297,310.00

e. Costs: \$37,313.00

Total: \$588,123.00

Plaintiff Feleai Brown Ah-Hing shall have and recover from Defendant Mariner \$897,936.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

a. Compensatory Damages: \$132,000.00

b. Punitive Damages: \$264,000.00

c. Attorney's Fees: \$445,966.00

d. Costs: \$55,970.00

Total: \$897,936.00

2. Plaintiff James Cearley, Jr., shall have and recover from Defendant Parkview \$892,873.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

a. Statutory Damages: \$500.00

b. Compensatory Damages: \$194,000.00

c. Punitive Damages: \$363,750.00

d. Attorney's Fees: \$297,310.00

e. Costs: \$37,313.00

Total: \$892,873.00

Plaintiff James Cearley, Jr., shall have and recover from Defendant Mariner \$1,374,936.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

a. Compensatory Damages: \$291,000.00

b. Punitive Damages: \$582,000.00

c. Attorney's Fees: \$445,966.00

d. Costs: \$55,970.00

Total: \$1,374,936.00

3. Plaintiffs Maricela Ledesma, as Successor in Interest of J.R. Ledesma and Personal Representative of the Estate of J.R. Ledesma, and Esther Ledesma, Alberto Ledesma, Celina Ledesma, David Ledesma, Alejandro Ledesma, Araceli Ledesma and Esmeralda Ledesma, as Successors in Interest to J.R. Ledesma, and all as heirs of J.R. Ledesma, jointly, shall have and recover from Defendant Parkview \$778,136.03, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Statutory Damages: \$500.00
 - b. Compensatory Damages: \$243,013.03
 - c. Punitive Damages: \$200,000.00
 - d. Attorney's Fees: \$297,310.00
 - e. Costs: \$37,313.00
- Total: \$778,136.03

Plaintiffs Maricela Ledesma, as Successor in Interest of J.R. Ledesma and Personal Representative of the Estate of J.R. Ledesma, and Esther Ledesma, Alberto Ledesma, Celina Ledesma, David Ledesma, Alejandro Ledesma, Araceli Ledesma and Esmeralda Ledesma, as Successors in Interest to J.R. Ledesma, and all as heirs of J.R. Ledesma, jointly, shall have and recover from Defendant Mariner \$1,166,455.55, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Compensatory Damages: \$364,519.55
 - b. Punitive Damages: \$300,000
 - c. Attorney's Fees: \$445,966.00
 - d. Costs: \$55,970.00
- Total: \$1,166,455.55

4. Plaintiff Frances McCalope shall have and recover from Defendant Parkview \$838,248.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Statutory Damages: \$500.00
- b. Compensatory Damages: \$175,000.00
- c. Punitive Damages: \$328,125.00
- d. Attorney's Fees: \$297,310.00
- e. Costs: \$37,313.00
- Total: \$838,248.00

Plaintiff Frances McCalope shall have and recover from Defendant Mariner \$1,289,436.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Compensatory Damages: \$262,500.00
- b. Punitive Damages: \$525,000.00
- c. Attorney's Fees: \$445,966.00
- d. Costs: \$55,970.00
- Total: \$1,289,436.00

5. Plaintiffs Henry Rice, as Successor in Interest to Jacqueline Rice and as Personal Representative of the Estate of Jaqueline Rice, and Marcus Moore, as Successor in Interest to Jaqueline Rice, jointly, shall have and recover from Defendant Parkview \$635,123.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Statutory Damages: \$500.00
- b. Compensatory Damages: \$100,000.00
- c. Punitive Damages: \$200,000.00
- d. Attorney's Fees: \$297,310.00
- e. Costs: \$37,313.00
- Total: \$635,123.00

Plaintiffs Henry Rice, as Successor in Interest to Jacqueline Rice and as Personal Representative of the Estate of Jaqueline Rice, and Marcus Moore, as Successor in Interest to Jaqueline Rice, jointly, shall have and recover from Defendant Mariner \$951,936.00, together with

interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Compensatory Damages: \$150,000.00
- b. Punitive Damages: \$300,000.00
- c. Attorney's Fees: \$445,966.00
- d. Costs: \$55,970.00
- Total: \$951,936.00

6. Plaintiffs Nancy Sanchez, as Successor in Interest to Jose Sanchez and as Personal Representative of the Estate of Jose Sanchez, and Joe Sanchez and Eduardo Sanchez, as Successors in Interest to Jose Sanchez, jointly, shall have and recover from Defendant Parkview \$635,123.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Statutory Damages: \$500.00
- b. Compensatory Damages: \$100,000.00
- c. Punitive Damages: \$200,000.00
- d. Attorney's Fees: \$297,310.00
- e. Costs: \$37,313.00
- Total: \$635,123.00

Plaintiffs Nancy Sanchez, as Successor in Interest to Jose Sanchez and as Personal Representative of the Estate of Jose Sanchez, and Joe Sanchez and Eduardo Sanchez, as Successors in Interest to Jose Sanchez, jointly shall have and recover from Defendant Mariner \$951,936.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Compensatory Damages: \$150,000.00
- b. Punitive Damages: \$300,000.00
- c. Attorney's Fees: \$445,966.00
- d. Costs: \$55,970.00
- Total: \$951,936.00

7. Plaintiff John Seelig shall have and recover from Defendant Parkview \$579,498.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Statutory Damages: \$500.00
- b. Compensatory Damages: \$85,000.00
- c. Punitive Damages: \$159,375.00
- d. Attorney's Fees: \$297,310.00
- e. Costs: \$37,313.00
- Total: \$579,498.00

Plaintiff John Seelig shall have and recover from Defendant Mariner \$884,436.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Compensatory Damages: \$127,500.00
- b. Punitive Damages: \$255,000.00
- c. Attorney's Fees: \$445,966.00
- d. Costs: \$55,970.00
- Total: \$884,436.00

8. Plaintiffs Lisa Cabrera, as Successor in Interest of Louie Sira and as Personal Representative of the Estate of Louie Sira, and Matthew Sira, as Successor in Interest to Louie Sira, jointly, shall have and recover from Defendant Parkview \$776,354.00, together with interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until paid. The total amount consists of the following:

- a. Statutory Damages: \$500.00
- b. Compensatory Damages: \$241,231.00
- c. Punitive Damages: \$200,000.00
- d. Attorney's Fees: \$297,310.00
- e. Costs: \$37,313.00
- Total: \$776,354.00

1 Plaintiffs Lisa Cabrera, as Successor in Interest of Louie Sira and as Personal
 2 Representative of the Estate of Louie Sira, and Matthew Sira, as Successor in Interest to Louie
 3 Sira, jointly, shall have and recover from Defendant Mariner \$1,163,782.50, together with interest
 4 thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment until
 5 paid. The total amount consists of the following:

- 6 a. Compensatory Damages: \$361,846.50
- 7 b. Punitive Damages: \$300,000.00
- 8 c. Attorney's Fees: \$445,966.00
- 9 d. Costs: \$55,970.00
- 10 Total: \$1,163,782.50

11 **9.** Plaintiffs Trinian Taylor, as Successor in Interest of Russell Taylor and as Personal
 12 Representative of the Estate of Russell Taylor, and Devon Taylor, as Successor in Interest Russell
 13 Taylor, jointly, shall have and recover from Defendant Parkview \$73,791.00, together with
 14 interest thereon at the rate of ten percent (10%) per annum from the date of the entry of judgment
 15 until paid. The total amount consists of the following:

- 16 a. Statutory Damages: \$500.00
- 17 b. Punitive Damages: \$5,000.00
- 18 c. Attorney's Fees: \$60,676.00
- 19 d. Costs: \$7,615.00
- 20 Total: \$73,791.00

21 **10.** Plaintiff Chanova Wilson shall have and recover from Defendant Parkview
 22 \$217,791.00, together with interest thereon at the rate of ten percent (10%) per annum from the
 23 date of the entry of judgment until paid. The total amount consists of the following:

- 24 a. Statutory Damages: \$500.00
- 25 b. Compensatory Damages: \$144,000.00
- 26 c. Punitive Damages: \$5,000.00
- 27 d. Attorney's Fees: \$60,676.00
- 28 e. Costs: \$7,615.00

1 Total: \$217,791.00

2 Plaintiff Chanova Wilson shall have and recover from Defendant Mariner \$216,000.00 in
3 compensatory damages, together with interest thereon at the rate of ten percent (10%) per annum
4 from the date of the entry of judgment until paid.

5 **II. INJUNCTIVE RELIEF:**

6 The court GRANTS injunctive relief and enjoins and restrains defendant Parkview as set
7 forth in the Injunction filed and entered December 30, 2021.

8 **III. ATTORNEYS' FEES AND COSTS:**

9 Plaintiffs are the prevailing party in this litigation and shall recover attorneys' fees and
10 costs in the amounts set forth herein.

11 The court sets forth its calculation of the damages amounts in this Second Amended
12 Judgment after granting, in part, the Defendants' motion for JNOV, after Plaintiff's acceptance of
13 Amended Remitter set forth as Exhibit A to this Second Amended Judgment, after granting in part
14 Plaintiffs' motion for attorney's fees and costs and after granting in part Defendants' motion to tax
15 costs. The injunctive relief provisions remain unchanged.

16 IT IS SO ORDERED.

17 **AUG 23 2022**

18 Dated: _____, 2022


THE HONORABLE EVELIO M. GRILLO
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CLERK OF THE SUPERIOR COURT

The Jury in the above captioned case, on September 16, 2021, and October 14, 2021, returned separate verdicts for monetary damages in favor of the plaintiffs and against defendants. On December 30, 2021 the court granted plaintiffs' prayer for injunctive relief and entered judgment for monetary and injunctive relief. On March 21, 2022, the court entered its Order Conditionally Granting In Part and Denying In Part Defendants' Motion for New Trial and Order Re: Remittitur of Damages. The order granting the new trial was conditional on plaintiffs' acceptance or non-acceptance of the court's remittitur, *i.e.*, agreeing to accept the reduction of


1 punitive damages as specified in the order granting JNOV, also entered on March 21, 2022, but
 2 not otherwise affecting compensatory damages, including wrongful death damages. However, the
 3 order and remittitur did not make this clear: the remittitur was directed to punitive damages only,
 4 and was not intended to affect compensatory damages, which remained unchanged by the granting
 5 of the JNOV. In addition, the Amended Judgment entered April 22, 2022, contained mathematical
 6 errors in the amount of the judgment, which were not corrected until the entry of the First
 7 Amended Judgment on May 12, 2022. These mathematical errors were raised by the Plaintiffs and
 8 discussed with the Defendants and the court, which ultimately resulted in the correction of the
 9 judgment.

10 The court, accordingly, reissues the remittitur ("Amended Remittitur"). The remittitur
 11 amounts are set forth on the Remittitur Tables attached as Exhibit A to this Amended Remittitur.

12 The deadline for acceptance or rejection of the reduction of damages as set forth in this
 13 Amended Remittitur is 30 days from the date this Amended Remittitur is served by the clerk of the
 14 court. Failure to respond to the to the Amended Remittitur order in accordance with this section
 15 shall be deemed a rejection of the remittitur and a new trial limited to the issue of damages shall
 16 be granted, as ordered in the Order Conditionally Granting In Part and Denying In Part
 17 Defendants' Motion for New Trial and Order Re: Remittitur of Damages, filed March 21, 2022.

18 IT IS SO ORDERED.

19
 20 Dated: MAY 16 2022, 2022


 21 _____
 22 EVELIO M. GRILLO
 23 JUDGE OF THE SUPERIOR COURT
 24
 25
 26
 27
 28

DAMAGES PAYABLE BY MARINER

Plaintiff	Past Non-Economic	Future Non-Economic Damages	Punitive Damages	Wrongful Death Non-Economic Damages	Wrongful Death Economic Damages
Ah-Hing	\$120,000	\$12,000	\$264,000	0	0
Cearley	\$291,000	0	\$582,000	0	0
McCalope	\$250,500	\$12,000	\$525,000	0	0
Ledesma	\$150,000	0	\$300,000	\$210,000	\$4,519.55
Rice	\$150,000	0	\$300,000	0	0
Sanchez	\$150,000	0	\$300,000	0	0
Seelig	\$127,500	0	\$255,000	0	0
Sira	\$150,000	0	\$300,000	\$210,000	\$1,846.50
Taylor	0	0	0	0	0
Wilson	\$216,000	0	0	0	0

DAMAGES PAYABLE BY PARKVIEW

Plaintiff	Statutory Damages	Past Non-Economic	Future Non-Economic Damages	Punitive Damages	Wrongful Death Non-Economic Damages	Wrongful Death Economic Damages
Ah-Hing	\$500	\$80,000	\$8,000	\$165,000	0	0
Cearley	\$500	\$194,000	0	\$363,750	0	0
McCalope	\$500	\$167,000	\$8,000	\$328,125	0	0
Ledesma	\$500	\$100,000	0	\$200,000	\$140,000	\$3,013.03
Rice	\$500	\$100,000	0	\$200,000	0	0
Sanchez	\$500	\$100,000	0	\$200,000	0	0
Seelig	\$500	\$85,000	0	\$159,375	0	0
Sira	\$500	\$100,000	0	\$200,000	\$140,000	\$1,231
Taylor	\$500	0	0	\$5,000	0	0
Wilson	\$500	\$144,000	0	\$5,000	0	0

EXHIBIT A TO AMENDED REMITTITUR
LEDESMA v. MARINER HEALTH CARE
CASE NO. RG19025110

EXHIBIT “B”

Kenneth Tabler
February 15, 2022

Page 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

PEOPLE OF THE STATE OF CALIFORNIA,
Plaintiff,

vs.

CASE NO:
RG21095881

MARINER HEALTH CARE INC., A DELAWARE
CORPORATION; NATIONAL SENIOR CARE, INC.,
A DELAWARE CORPORATION; MARINER HEALTH CARE
MANAGEMENT CO., A DELAWARE CORPORATION;
MARINER HEALTH CENTRAL INC., A DELAWARE
CORPORATION; ET. AL.

Defendants.

/

REMOTE VIDEOCONFERENCE DEPOSITION OF: KENNETH TABLER

DATE: TUESDAY, FEBRUARY 15, 2022

TIME: 9:04 A.M.

PLACE: REMOTE

REPORTER: CONNIE WEBB, CSR NO. 10811

Kenneth Tabler
February 15, 2022

Page 2	Page 4
<p>1 APPEARANCES</p> <p>2</p> <p>3 For the plaintiff:</p> <p>4 District Attorney of Santa Cruz</p> <p>5 DOUG ALLEN, ESQUIRE</p> <p>6 Assistant District Attorney</p> <p>7 701 Ocean Street, Suite 200</p> <p>8 Santa Cruz, California 95060</p> <p>9 (831) 454-2930</p> <p>10 Douglas.Allen@santacruzcounty.us</p> <p>11 District Attorney of Marin</p> <p>12 ANDRES PEREZ, ESQUIRE</p> <p>13 Deputy District Attorney</p> <p>14 3501 Civic Center Drive, Suite 145</p> <p>15 San Rafael, California 94903-4189</p> <p>16 (415) 473-6450</p> <p>17 Aperez@marincounty.org</p> <p>18 District Attorney of Alameda County</p> <p>19 LORI SCHNALL, ESQUIRE</p> <p>20 Deputy District Attorney</p> <p>21 1225 Fallon Street, Suite 900</p> <p>22 Oakland, California 94612-4208</p> <p>23 (510) 272-6222</p> <p>24 Lori.Schnall@acgov.org</p> <p>25 District Attorney of Los Angeles County</p> <p>SEZA MIKIKIAN, ESQUIRE</p> <p>Deputy District Attorney</p> <p>211 West Temple Street, Suite 1000</p> <p>Los Angeles, California 90012</p> <p>(213) 257-2450</p> <p>Smikikian@da.lacounty.gov</p> <p>For the defendant:</p> <p>DARRYL A. ROSS, ESQUIRE</p> <p>Mariner Health Central, Inc.</p> <p>5440 Trabuco Road</p> <p>Irvine, California 92620-5704</p> <p>949-238-7775</p> <p>daross@marinerhealthcare.com</p>	<p>1 WITNESS INDEX</p> <p>2</p> <p>3 WITNESS PAGE</p> <p>4</p> <p>5 KENNETH TABLER</p> <p>6 By Mr. Allen: 6</p> <p>7</p> <p>8</p> <p>9 EXHIBIT INDEX</p> <p>10</p> <p>11 NO. DESCRIPTION MARKED</p> <p>12</p> <p>13 1 Second-amended Notice of Deposition 12</p> <p>14 2 Deponent's declaration in support of 12</p> <p>15 motion to quash service</p> <p>16</p> <p>17 3 Organizational chart 12</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 3	Page 5
<p>1 APPEARANCES</p> <p>2 (continued)</p> <p>3</p> <p>4 Also present:</p> <p>5 Matt Clark</p> <p>6 Devin Ehrlich, general counsel</p> <p>7 Linda Taetz</p> <p>8 Kristy Prince Owen</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20 DEPOSITION OF KENNETH TABLER, taken on behalf of</p> <p>21 the plaintiff in Eureka, California, on February 15,</p> <p>22 2022, at 9:04 a.m., before Connie Webb, CSR No. 10811.</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 TUESDAY, FEBRUARY 15, 2022</p> <p>2 . . .</p> <p>3 9:04 A.M.</p> <p>4 . . .</p> <p>5</p> <p>6 THE REPORTER: Good morning, everyone.</p> <p>7 My name is Connie Webb, CSR 10811, and I'm</p> <p>8 located at my office in Eureka, California. Today's date</p> <p>9 is Tuesday, February 15, 2022, and the time is 9:04 a.m.</p> <p>10 This is the remote Zoom deposition of Kenneth</p> <p>11 Tabler in the matter of People of the State of California</p> <p>12 versus Mariner Health Care Inc., et al., case number</p> <p>13 RG21095881, taken on behalf of the plaintiff.</p> <p>14 This deposition and any transcript produced</p> <p>15 therefrom will be handled pursuant to California CCP</p> <p>16 2025.</p> <p>17 Will counsel please state your appearances</p> <p>18 starting with the noticing attorney?</p> <p>19 MR. ALLEN: Yes. Good morning. This is</p> <p>20 Douglas Allen. I'm an assistant district attorney with</p> <p>21 the County of Santa Cruz.</p> <p>22 MR. ROSS: Good morning. Darryl Ross and Matt</p> <p>23 Clark via Zoom for the defendants and for the witness.</p> <p>24 Also present in the room with me is Devin</p> <p>25 Ehrlich, general counsel; Linda Taetz who is president of</p>

2 (Pages 2 to 5)

Kenneth Tabler
February 15, 2022

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<p>1 I assume Emily Grunstein?</p> <p>2 MR. ROSS: Back in 2014?</p> <p>3 MR. ALLEN: In 2014, yes.</p> <p>4 THE WITNESS: In 2014, Mr. Grunstein was still</p> <p>5 alive.</p> <p>6 MR. ALLEN: Ah, okay.</p> <p>7 Q (By Mr. Allen) When did he pass away?</p> <p>8 A I believe -- and my timeframe with COVID has</p> <p>9 gotten very skewed. I believe it's a 2017, 2018</p> <p>10 timeframe.</p> <p>11 Q Okay. And between 2014 and now, have there</p> <p>12 been any other officers other than Mr. Ehrlich?</p> <p>13 A And myself, no.</p> <p>14 Q Okay. In what state is Mr. Ehrlich's address?</p> <p>15 A He lives in Georgia.</p> <p>16 Q Okay. Is the law firm where the office down</p> <p>17 there, is that a law firm that's associated with</p> <p>18 Mr. Ehrlich?</p> <p>19 MR. ROSS: Object to the form.</p> <p>20 THE WITNESS: When you say "associated," I -- I</p> <p>21 think it was a prior acquaintance. But I don't believe</p> <p>22 he worked there or has any other relationship with them.</p> <p>23 Q (By Mr. Allen) Okay. He wasn't an associate, a</p> <p>24 member or a partner or anything like that?</p> <p>25 A Correct.</p>	<p>1 just so I understand the exact language you used, sir?</p> <p>2 Q (By Mr. Allen) All we have for National Senior</p> <p>3 Care is you and Mr. Ehrlich as officers and the sole</p> <p>4 shareholder. There are no other employees, no other</p> <p>5 officers, directors, any other person that has anything</p> <p>6 to do with ownership or control of the company.</p> <p>7 A That's correct.</p> <p>8 Q Okay. Does the company have income?</p> <p>9 A When you say "company" at --</p> <p>10 Q Does National Senior Care have income?</p> <p>11 A No. It does not have a -- a regular stream of</p> <p>12 income.</p> <p>13 Q It doesn't have any source of revenue?</p> <p>14 A Correct.</p> <p>15 Q How does it pay a lease?</p> <p>16 A Those -- those funds are advanced and paid by</p> <p>17 Mariner Health Central.</p> <p>18 Q Okay. Is -- does Mariner Health Central do</p> <p>19 centralized accounting for National Senior Care, Mariner</p> <p>20 Health Care Management and Mariner Health Care, Inc.?</p> <p>21 A Yes. That entity would be responsible for --</p> <p>22 for those functions.</p> <p>23 Q Okay. Does the Grunstein family have any</p> <p>24 ownership in Mariner Health Central?</p> <p>25 A Only an indirect ownership through -- through</p>
Page 19	Page 21
<p>1 Q Okay. Does the law firm where this nominal</p> <p>2 office is, do they do corporate formation and other</p> <p>3 corporate advice for the company?</p> <p>4 A To my knowledge, we've never used them. I</p> <p>5 don't know -- Mr. Ehrlich may have had a conversation,</p> <p>6 but I've never been involved in any discussions with</p> <p>7 them. And -- and I don't believe I've ever seen an</p> <p>8 invoice for services.</p> <p>9 Q So they just provide a -- a nominal location</p> <p>10 for the company; is that correct?</p> <p>11 A I don't know nom -- I think they provide an</p> <p>12 office. I believe there's a lease.</p> <p>13 Q Do you know how much the lease costs?</p> <p>14 A No, I don't.</p> <p>15 Q National Senior Care doesn't have any</p> <p>16 employees, correct?</p> <p>17 A That's correct.</p> <p>18 Q So the only two people other than -- the only</p> <p>19 three people affiliated with National Senior Care, in</p> <p>20 terms of its ownership and control, is you, Mr. Ehrlich</p> <p>21 and then the sole shareholder?</p> <p>22 MR. ROSS: Object to the form of the question.</p> <p>23 Calls for a legal conclusion.</p> <p>24 But go ahead, Mr. Tabler.</p> <p>25 THE WITNESS: Could you repeat the question</p>	<p>1 National Senior Care. They do not have direct ownership</p> <p>2 of -- of Mariner Health Central from the standpoint of</p> <p>3 owning any -- you know, a percentage of that entity.</p> <p>4 Q Okay. You get paid a salary at National Senior</p> <p>5 Care?</p> <p>6 A No.</p> <p>7 Q Does Miss -- do you know if Mr. Ehrlich gets</p> <p>8 paid a salary at National Senior Care?</p> <p>9 A Yes, I know. And he does not.</p> <p>10 Q Okay. And when I say "at," I should have said</p> <p>11 "from" National Senior Care.</p> <p>12 So National Senior Care doesn't have any</p> <p>13 payroll. It doesn't have any source of revenue other</p> <p>14 than to get advances to pay its expenses from Mariner</p> <p>15 Health Central; is that correct?</p> <p>16 A Correct.</p> <p>17 Q Does National Senior Care, other than owning</p> <p>18 Mariner Health Care, Inc. have ownership in any other</p> <p>19 subsidiary or entity?</p> <p>20 A I'm sorry. That -- you're asking me what --</p> <p>21 what National Senior Care -- it only owns Mariner Health</p> <p>22 Care, Inc.</p> <p>23 Q Okay. That's -- that's exactly what I was</p> <p>24 getting at.</p> <p>25 Okay. And feel free to refer to Exhibit 3 if</p>

6 (Pages 18 to 21)

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Page 22	<p>1 you want 'cause I'm doing that. So let's -- let's turn</p> <p>2 to Mariner Health Care, Inc.</p> <p>3 Are you an officer with Mariner Health Care,</p> <p>4 Inc.? I think you said you were.</p> <p>5 A Yes, sir.</p> <p>6 Q And what officer are you?</p> <p>7 A My entitle and office is president.</p> <p>8 Q Are there any other officers?</p> <p>9 A Devin Ehrlich.</p> <p>10 Q Do either you or Mr. Ehrlich receive a salary</p> <p>11 from Mariner Health Care, Inc.?</p> <p>12 A No.</p> <p>13 Q Does Mariner Health Care, Inc. have a stream of</p> <p>14 revenue?</p> <p>15 A No.</p> <p>16 Q Does -- Mariner Health Care, Inc. does not have</p> <p>17 any employees, correct?</p> <p>18 A That's correct, sir.</p> <p>19 Q And it's sole shareholder is National Senior</p> <p>20 Care, inc.?</p> <p>21 A Correct.</p> <p>22 Q Does Mariner Health Care, Inc. have an office?</p> <p>23 A It uses that Georgia address as its office.</p> <p>24 Q And as Mariner Health Central advances the cost</p> <p>25 of that office for National Senior Care, so does it also</p>	Page 24	<p>1 employees.</p> <p>2 Q Does it have any property?</p> <p>3 A No.</p> <p>4 Q Does it share the same office in Georgia with</p> <p>5 National Senior Care and Mariner Health Care, Inc.?</p> <p>6 A Yes, sir.</p> <p>7 Q At the law firm there?</p> <p>8 A Correct.</p> <p>9 MR. ALLEN: I'm sorry. Gentleman, I'm going to</p> <p>10 get a lozenge so I don't cough into the microphone all</p> <p>11 the time. Pardon me.</p> <p>12 Q (By Mr. Allen) Now, there's -- there's another</p> <p>13 entity called MHC Recruiting Company.</p> <p>14 Do you see that? That's on Exhibit 3.</p> <p>15 A Yes.</p> <p>16 Q What is MAC Recruiting Company?</p> <p>17 A It's a entity that was established to provide</p> <p>18 recruiting services, particularly oversees recruiting of</p> <p>19 nurses to -- to help alleviate, you know, the -- the</p> <p>20 employment shortage. So it -- it was formed to, as its</p> <p>21 name suggests, to -- to facilitate recruiting on behalf</p> <p>22 of Mariner.</p> <p>23 Q When was it formed?</p> <p>24 A I believe that is a new entity within two or</p> <p>25 three years --</p>
Page 23	<p>1 advance the cost of the office on behalf of Mariner</p> <p>2 Health Care, Inc.?</p> <p>3 A Well, I just -- just want to be clear that I</p> <p>4 think the lease is actually in the name of Mariner Health</p> <p>5 Central, Inc.</p> <p>6 Q Okay.</p> <p>7 A And those other entities also use that address.</p> <p>8 So they don't have separate leases for each of those</p> <p>9 entities with that law firm.</p> <p>10 Q Okay. All right.</p> <p>11 Now, on our organizational chart, there is a</p> <p>12 line to a company called Mariner Health Care Management</p> <p>13 Company. Do you see that?</p> <p>14 A I'm sorry. There was a little noise. So I</p> <p>15 think you were telling me on the org chart, Mariner</p> <p>16 Health Care, Inc. also has an ownership with -- to</p> <p>17 Mariner Health Care Management Company. Is that the</p> <p>18 question, sir?</p> <p>19 Q Well, there's a line drawn there. And I was</p> <p>20 going to ask you, is that an ownership interest?</p> <p>21 A Yes.</p> <p>22 Q And what is Mariner Health Care Management</p> <p>23 Company?</p> <p>24 A It is a holding company. At this point, it</p> <p>25 doesn't have any activity, or it holds -- it has no</p>	Page 25	<p>1 Q Okay.</p> <p>2 A -- is the timeframe.</p> <p>3 Q Does it have any officers?</p> <p>4 A It does. But -- but at this point, it's new.</p> <p>5 And I don't do a lot with it. So I'm not sure exactly</p> <p>6 who the officers are of that entity.</p> <p>7 Q Does it have a source of revenue?</p> <p>8 A I -- I believe it -- the way it's established</p> <p>9 is that it would earn fees in terms of whatever costs or</p> <p>10 it needed to recover on behalf of the various recruiting</p> <p>11 expenses that -- that it would incur from the facilities.</p> <p>12 Q Do you have a contact with the company that you</p> <p>13 work with?</p> <p>14 MR. ROSS: I'm sorry. I apologize.</p> <p>15 What was the question, Mr. Allen? Or could we</p> <p>16 read it back?</p> <p>17 MR. ALLEN: Do you have a contact with the</p> <p>18 company that you work with?</p> <p>19 MR. ROSS: Thank you.</p> <p>20 THE WITNESS: I believe Devin Ehrlich is much</p> <p>21 more involved with that. And I believe because of</p> <p>22 the -- the nature of what they do, we -- we had some</p> <p>23 assistance with outside law firms with the various</p> <p>24 requirements and treaties and visas, that sort of thing.</p> <p>25 Q (By Mr. Allen) Okay. Now, they're recruiting</p>

7 (Pages 22 to 25)

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<p>1 health care personnel, nurses in particular, is that</p> <p>2 correct?</p> <p>3 A Yes.</p> <p>4 Q And for whom are they recruiting the nurses and</p> <p>5 other health care personnel?</p> <p>6 A For the -- the various Mariner facilities.</p> <p>7 Q When you say the "various Mariner facilities,"</p> <p>8 are you referring to 18 facilities in California?</p> <p>9 A I believe there's 20, but of those 18, yes.</p> <p>10 Yes.</p> <p>11 Q Okay. So they're -- in terms of the health</p> <p>12 care facilities we're referring to for which this</p> <p>13 recruiting would be done, there's 20 facilities in</p> <p>14 California; is that correct?</p> <p>15 A Yes.</p> <p>16 Q Okay. There's no facilities outside of</p> <p>17 California; is that correct?</p> <p>18 A During -- there were at one point. I don't</p> <p>19 know your timeframe. But since I've been involved with</p> <p>20 this company, that is true.</p> <p>21 Q Okay. Yes. There was a lot of involvement</p> <p>22 with a large number of facilities going back to the days</p> <p>23 of SAVA and some of the formation of these companies, but</p> <p>24 all that's been divested; is that correct?</p> <p>25 A That's -- that's correct.</p>	<p>1 A I believe in Oakland, we have a billing office,</p> <p>2 which is -- you know, could -- could accommodate, you</p> <p>3 know, 20, 25 people. But if people need it, they can use</p> <p>4 that location.</p> <p>5 Q And that's in Oakland, California?</p> <p>6 A Yes, sir.</p> <p>7 Q Can you give me the address of that office?</p> <p>8 A I -- I don't have that memorized. I've been</p> <p>9 there. Usually I'm with someone. And so I don't have to</p> <p>10 navigate. So I don't know the address.</p> <p>11 Q Do you remember what street it's on?</p> <p>12 A No. I -- I think it's on the main street, but</p> <p>13 that doesn't mean anything.</p> <p>14 Q All right.</p> <p>15 A There's a good restaurant down the street. But</p> <p>16 other than that, I don't know too much about it.</p> <p>17 Q Well, maybe we'll get to go there some day.</p> <p>18 Okay. Thank you.</p> <p>19 So are you the president of Mariner Health</p> <p>20 Central as well?</p> <p>21 A Yes, sir.</p> <p>22 Q Okay. So how many officers does Mariner Health</p> <p>23 Central have?</p> <p>24 A Mariner Health Central, I believe, has -- has</p> <p>25 several, but Devin Ehrlich and myself are officers.</p>
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<p>1 Q Okay. So does Mariner Health Care Management</p> <p>2 Company actually do anything other than just hold the</p> <p>3 shares to Mariner Health Central and this recruiting</p> <p>4 company?</p> <p>5 A At this point, yeah. That's correct. It's a</p> <p>6 holding company.</p> <p>7 Q And that's all it does?</p> <p>8 A Correct.</p> <p>9 Q Okay. Now, Mariner Health Central is now the</p> <p>10 primary administrative, as you would say, back office</p> <p>11 function company for the Mariner facilities in</p> <p>12 California; is that right?</p> <p>13 A Yes.</p> <p>14 Q And, of course, they also do the work for</p> <p>15 National Senior Care, Mariner Health Care, Inc. and</p> <p>16 Mariner Health Care Management Company to the extent they</p> <p>17 need it?</p> <p>18 A That's correct.</p> <p>19 Q Okay. Where is Mariner Health Central, Inc.'s</p> <p>20 office?</p> <p>21 A We -- we really don't have a physical location.</p> <p>22 Our consultants -- we're like a sales force. You put the</p> <p>23 sales force out in the field. And we want those people,</p> <p>24 you know, serving the clients.</p> <p>25 Q Okay. Does it have a nominal office somewhere?</p>	<p>1 Q Okay. What's Mr. Ehrlich's position with</p> <p>2 Mariner Health Central?</p> <p>3 A I think he's an executive vice president and</p> <p>4 general counsel.</p> <p>5 Q Okay. Is there -- is there a consolidated tax</p> <p>6 return or tax accounting for National Senior Care,</p> <p>7 Mariner Health Care, Inc., Mariner Health Care Management</p> <p>8 Company with Mariner Health Central, Inc.?</p> <p>9 A Yes.</p> <p>10 Q Okay. In other words, you don't file a</p> <p>11 different return for each one? They're all consolidated</p> <p>12 and filed together to report to the various government</p> <p>13 agencies.</p> <p>14 A That -- that's correct.</p> <p>15 Q Okay. Does the Grunstein shareholder receive</p> <p>16 income from -- passed on through the various accounting</p> <p>17 ultimately out of National Senior Care?</p> <p>18 A She -- she receives a salary from -- from</p> <p>19 Mariner Health Central.</p> <p>20 Q Okay. Does Mariner Health Central pay</p> <p>21 dividends to its shareholder?</p> <p>22 A I believe in 2012, we paid a dividend, but no</p> <p>23 dividends have been paid since that date.</p> <p>24 Q Okay. So if Mariner Health Central paid a</p> <p>25 dividend, that would have to actually pass through the</p>

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<p>1 other three entities in order to actually get back to the 2 Grunstein family; is that right? 3 MR. ROSS: Object to the form. The question's 4 vague. 5 MR. ALLEN: Just trying to understand the 6 accounting here. 7 MR. ROSS: Sure. 8 THE WITNESS: Well, it -- it never -- it had, 9 you know, several years ago. But -- but we haven't paid 10 dividends in such a long time. I really can't -- that 11 would theoretically be the flow. And what all that would 12 involve, I haven't had to think about all that for a 13 while. But that would be the flow. 14 Q (By Mr. Allen) Okay. So in terms of actual 15 income to the Grunstein family, Emily in particular, the 16 only way that that's paid in recent history, at least 17 since 2012, has been via salary from Mariner Health 18 Care -- excuse me, Mariner Health Central, Inc.? 19 A That's correct. 20 Q Okay. Let's turn to -- well, let me ask you 21 this question, is there a company that has an office in 22 Texas that's associated with the Mariner companies? 23 A Not to my knowledge. We have some employees -- 24 one who may work out of their home. But I'm not renting 25 or providing -- no -- an office building in Texas.</p>	<p>1 Q Okay. And it doesn't have a stream of revenue? 2 A Correct. 3 Q Okay. Then we get to GrandCare, LLC. 4 Does that have any employees? 5 A No. 6 Q Does grand -- are you and Mr. Ehrlich the 7 officers of GrandCare, LLC -- or should I say members? 8 A Officers is the correct term. 9 Q Officers is the correct term. 10 You're the managers of GrandCare, LLC? 11 A Correct. Yes. 12 Q Okay. And does it have any members other than 13 MAC West Holding Company? 14 MR. ROSS: So I'll just interpose an objection. 15 It's vague as to time. 16 MR. ALLEN: At this time? 17 THE WITNESS: To answer at this time, it has no 18 other members other than MAC West Holding Company. 19 Q (By Mr. Allen) Okay. Now at one point, if I 20 understand correctly, GrandCare, LLC actually held a 21 number of the licenses for the skilled nursing 22 facilities. It was actually the licensee for the skilled 23 nursing facilities in California; is that correct? 24 A That's correct. 25 Q But that's no longer the case. They have</p>
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<p>1 Q Okay. There used to be an address at 5300 Sam 2 Houston Parkway in north Houston, but nobody holds that 3 office anymore? 4 A I believe in 2011 -- nothing since 2011 or '12. 5 Q Okay. So as we -- as we look at Exhibit 3, you 6 see below Mariner Health Care, Inc., that it has a 7 hundred percent ownership in MHC Holding Company. 8 Does that have any employees? 9 A No, sir. 10 Q And are you an officer of that company? Are 11 you the president of that company? 12 A Yes, I am. 13 Q And does it also only have two officers, you 14 and Mr. Ehrlich? 15 A That's correct. 16 Q And it's sole -- does it share an office 17 address in the same law firm as National Senior Care? 18 A Yes. 19 Q Okay. And does it have a stream of revenue? 20 A No. 21 Q Okay. And it holds -- MAC West Holding 22 Company, is it also another holding company with just the 23 same two officers and the nominal office at the law firm 24 in Georgia? 25 A Correct.</p>	<p>1 individual operating companies that are the licensees 2 now; is that correct? 3 A That's correct. 4 Q And does GrandCare, LLC own any real estate? 5 A No. 6 Q Okay. Does it have -- you have a GC Holding 7 Company 2, a GC Holding Company that it seems to have a 8 hundred percent membership, meaning that would be 9 synonymous with ownership; is that correct? 10 A That's correct. 11 Q Those entities, do they own or operate real 12 estate at GC Holding Company and GC Holding Company 2? 13 A They do not. 14 Q Okay. So if we're to look a little -- first of 15 all, I want to go back to the -- the title of this chart. 16 It says, Mariner California Lease Hold Interest 17 as of 2021. Do you see that? 18 A Yes, I do. 19 Q And on the second page, it says the same thing 20 except it says, "Continued." 21 So other than the companies we see on this 22 chart -- and there's a little note here on the upper 23 left. We'll get to that in a moment. But are there -- 24 does this chart show all the operating companies that 25 operate skilled nursing facilities in California?</p>

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Page 34	<p>1 A I believe it does. I believe just -- there is</p> <p>2 a GC Holding Company 3 that's been established. But I</p> <p>3 think all the operating entities are on these two pieces</p> <p>4 of paper you have.</p> <p>5 Q What does the GC Holding Company 3 do?</p> <p>6 A It's a holding company without any -- at this</p> <p>7 point, it has no interest. But it's been formed.</p> <p>8 Q Okay. Now, there has been developed real</p> <p>9 estate operating companies to actually own the real</p> <p>10 estate that is owned by the Mariner group of companies in</p> <p>11 California; is that right?</p> <p>12 A What -- what is your -- Mariner, at this point,</p> <p>13 does not have any real estate holdings in California.</p> <p>14 Q All the real estate holdings have been divested</p> <p>15 into another company?</p> <p>16 A They've been divested, correct.</p> <p>17 Q Okay. Does Emily Grunstein have an interest in</p> <p>18 any of those other real estate companies?</p> <p>19 A No.</p> <p>20 Q Okay. So when we look at the companies that</p> <p>21 are on our chart here, we're looking at companies that</p> <p>22 are all involved in the operation of the skilled nursing</p> <p>23 facilities in California; is that correct?</p> <p>24 MR. ROSS: Object to the form.</p> <p>25 MR. ALLEN: I beg your pardon?</p>	Page 36
Page 35	<p>1 MR. ROSS: Just objecting to the form.</p> <p>2 MR. ALLEN: Oh.</p> <p>3 MR. ROSS: It's -- question's --</p> <p>4 MR. ALLEN: I'll point out, Counsel, that's not</p> <p>5 an objection.</p> <p>6 MR. ROSS: I can make the specific ones. But</p> <p>7 some attorneys don't like speaking objections. So it's</p> <p>8 vague.</p> <p>9 MR. ALLEN: I don't -- vague is a specific</p> <p>10 objection. That is a good one.</p> <p>11 MR. ROSS: Okay.</p> <p>12 MR. ALLEN: And I understand. And I --</p> <p>13 Q (By Mr. Allen) Mr. Tabler, I forgot my question</p> <p>14 now.</p> <p>15 A Do you want to have the court reporter read it</p> <p>16 or --</p> <p>17 MR. ALLEN: Yeah.</p> <p>18 MR. ROSS: And objecting to the form is, to my</p> <p>19 knowledge, an appropriate objection. But maybe we can</p> <p>20 talk about that some other time.</p> <p>21 MR. ALLEN: Okay. Madam Court Reporter, what</p> <p>22 was my question? Can you read it back?</p> <p>23 THE REPORTER: Sure. One second.</p> <p>24 "Q So when we look at the companies</p> <p>25 that are on our chart here, we're looking at</p>	Page 37

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CERTIFICATE OF REPORTER

1
2
3 I, CONNIE WEBB, CSR NO. 10811, hereby certify that
4 the witness in the foregoing deposition, KENNETH
5 TABLER, has duly affirmed, remotely via Zoom
6 videoconference, to tell the truth, the whole truth,
7 and nothing but the truth in the within-entitled cause;
8 that the testimony of said witness was taken down in
9 shorthand by me, a Certified Shorthand Reporter and a
10 disinterested person, at the time and place herein
11 stated, and that the testimony of the said witness was
12 thereafter reduced to typewriting, by computer, under
13 my direction and supervision;

14 I further certify that I am not of counsel or
15 attorney for either or any of the parties to the said
16 deposition nor in any way interested in the outcome of
17 this case, and that I am not related to any of the
18 parties thereto.

19 I hereto declare under penalty of perjury that the
20 foregoing is true and correct. I have hereunto set my
21 hand on March 1, 2022.

22

23

24

CONNIE WEBB, CSR NO. 10811

25

EXHIBIT “C”

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Page 1

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

PEOPLE OF THE STATE OF CALIFORNIA,
Plaintiff,

vs.

CASE NO:
RG21095881

MARINER HEALTH CARE INC., A DELAWARE
CORPORATION; NATIONAL SENIOR CARE, INC.,
A DELAWARE CORPORATION; MARINER HEALTH CARE
MANAGEMENT CO., A DELAWARE CORPORATION;
MARINER HEALTH CENTRAL INC., A DELAWARE
CORPORATION; ET. AL.

Defendants.

/

REMOTE VIDEOCONFERENCE DEPOSITION OF:

KRISTY PRINCE OWEN

DATE: TUESDAY, FEBRUARY 15, 2022

TIME: 11:48 A.M.

PLACE: REMOTE

REPORTER: CONNIE WEBB, CSR NO. 10811

Kristy Prince Owen
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Page 2	Page 4
<p style="text-align: center;">1 APPEARANCES</p> <p>2</p> <p>3 For the plaintiff:</p> <p>4 District Attorney of Santa Cruz</p> <p>5 DOUG ALLEN, ESQUIRE</p> <p>6 Assistant District Attorney</p> <p>7 701 Ocean Street, Suite 200</p> <p>8 Santa Cruz, California 95060</p> <p>9 (831) 454-2930</p> <p>10 Douglas.Allen@santacruzcounty.us</p> <p>11 District Attorney of Marin</p> <p>12 ANDRES PEREZ, ESQUIRE</p> <p>13 Deputy District Attorney</p> <p>14 3501 Civic Center Drive, Suite 145</p> <p>15 San Rafael, California 94903-4189</p> <p>16 (415) 473-6450</p> <p>17 Aperez@marincounty.org</p> <p>18 District Attorney of Alameda County</p> <p>19 LORI SCHNALL, ESQUIRE</p> <p>20 Deputy District Attorney</p> <p>21 1225 Fallon Street, Suite 900</p> <p>22 Oakland, California 94612-4208</p> <p>23 (510) 272-6222</p> <p>24 Lori.Schnall@acgov.org</p> <p>25 District Attorney of Los Angeles County</p> <p>SEZA MIKIKIAN, ESQUIRE</p> <p>Deputy District Attorney</p> <p>211 West Temple Street, Suite 1000</p> <p>Los Angeles, California 90012</p> <p>(213) 257-2450</p> <p>Smikikian@dalacounty.gov</p> <p>For the defendant:</p> <p>DARRYL A. ROSS, ESQUIRE</p> <p>Mariner Health Central, Inc.</p> <p>5440 Trabuco Road</p> <p>Irvine, California 92620-5704</p> <p>949-238-7775</p> <p>daross@marinerhealthcare.com</p>	<p style="text-align: center;">1 WITNESS INDEX</p> <p>2</p> <p>3 WITNESS PAGE</p> <p>4</p> <p>5 KRISTY PRINCE OWEN</p> <p>By Mr. Allen: 7</p> <p>6</p> <p>7</p> <p>8</p> <p>9 EXHIBIT INDEX</p> <p>10</p> <p>11 NO. DESCRIPTION MARKED</p> <p>12</p> <p>13 1 Second-amended notice of deposition 8</p> <p>14 2 Deponent's declaration 8</p> <p>15 3 Organization chart 8</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p style="text-align: center;">1 APPEARANCES</p> <p>2 (continued)</p> <p>3</p> <p>4 Also present:</p> <p>5 Matt Clark</p> <p>6 Devin Ehrlich, general counsel</p> <p>7 Linda Taetz</p> <p>8 Kristy Prince Owen</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20 DEPOSITION OF KRISTY PRINCE OWEN, taken on behalf</p> <p>21 of the plaintiff in Eureka, California, on February 15,</p> <p>22 2022, at 11:48 a.m., before Connie Webb, CSR No. 10811.</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: center;">1 TUESDAY, FEBRUARY 15, 2022</p> <p>2 . . .</p> <p>3 11:48 A.M.</p> <p>4 . . .</p> <p>5</p> <p>6 THE REPORTER: Good morning, everyone.</p> <p>7 My name is Connie Webb, CSR 10811, and I'm</p> <p>8 located at my office in Eureka, California. Today's date</p> <p>9 is Tuesday, February 15, 2022, and the time is 11:48 a.m.</p> <p>10 This is the remote Zoom deposition of Kristy</p> <p>11 Prince Owen in the matter of People of the State of</p> <p>12 California versus Mariner Health Care Inc., et al., case</p> <p>13 number RG21095881, taken on behalf of the plaintiff.</p> <p>14 This deposition and any transcript produced</p> <p>15 therefrom will be handled pursuant to California CCP</p> <p>16 2025.</p> <p>17 Will counsel please state your appearances</p> <p>18 starting with the noticing attorney?</p> <p>19 MR. ALLEN: Yes. Douglas Allen from the Santa</p> <p>20 Cruz County District Attorney's Office for the People of</p> <p>21 the State of California.</p> <p>22 I'm also joined by Andy Perez from the Marin</p> <p>23 County District Attorney's Office, Laurie Schnall from</p> <p>24 the Alameda County District Attorney's Office and Seza</p> <p>25 Mikikian from the Los Angeles County District Attorney's</p>

2 (Pages 2 to 5)

Kristy Prince Owen
February 15, 2022

Page 30	<p>1 that's really the only correspondence I've had with her.</p> <p>2 Q Okay.</p> <p>3 Are you aware of any plans to acquire other</p> <p>4 property in the Mariner system outside of California?</p> <p>5 For instance, there's these other entities that are still</p> <p>6 out there that are being kept current.</p> <p>7 Do you -- are you aware of if there's</p> <p>8 some -- some plan or intention to acquire other</p> <p>9 facilities or entities or operations elsewhere?</p> <p>10 A I am not.</p> <p>11 Q Okay. Well, I think -- so with each of these</p> <p>12 operating companies, the operating companies are the</p> <p>13 license holder that you're referring to, correct?</p> <p>14 A Correct. With -- other than the Fruitvale, it</p> <p>15 doesn't -- Fruitvale Operating doesn't own the license.</p> <p>16 Q Okay.</p> <p>17 A It manages -- and Glendale.</p> <p>18 (Court reporter interruption.)</p> <p>19 THE WITNESS: And Glendale. And Glendale.</p> <p>20 Q (By Mr. Allen) Fruitvale and Glendale are just</p> <p>21 management companies.</p> <p>22 Who holds the license in those two?</p> <p>23 A So for the Fruitvale one, it would be that</p> <p>24 Fruitvale Long-term Care, LLC. And for Glendale, I</p> <p>25 believe it's -- I get it backwards sometimes -- Adventist</p>	Page 32	<p>1 being a holding company and a conduit of ownership</p> <p>2 between it and companies above, to your knowledge?</p> <p>3 MR. ROSS: Object to the extent it calls for a</p> <p>4 legal conclusion. But I believe he asked just for your</p> <p>5 knowledge. So...</p> <p>6 THE WITNESS: Correct. It just serves as the</p> <p>7 holding company --</p> <p>8 Q (By Mr. Allen) Okay.</p> <p>9 A -- or the general partner, yes.</p> <p>10 Q Do you know if the holding companies have</p> <p>11 separate insurance policies?</p> <p>12 A They do not.</p> <p>13 Q Do you know if National Senior Care has a</p> <p>14 separate insurance policy?</p> <p>15 A It does not.</p> <p>16 Q Is that true also of Mariner Health Care, Inc.</p> <p>17 and Mariner Health Care Management Company?</p> <p>18 A That is true.</p> <p>19 MR. ALLEN: Well, I -- I think, frankly, you're</p> <p>20 a wealth of knowledge. But I don't really see that we</p> <p>21 need to continue this any further because I think we've</p> <p>22 discussed the companies and the -- in so far as it</p> <p>23 relates to jurisdictional matters.</p> <p>24 So unless one of my compatriots has another</p> <p>25 question, I think I should -- burning question I should</p>
Page 31	<p>1 Glendale or Glendale Adventist Hospital. It's one of</p> <p>2 those two.</p> <p>3 Q Okay. These various holding companies we see,</p> <p>4 such as Driftwood Hayward, Skyline San Jose, Driftwood</p> <p>5 Santa Cruz, San Marcos Holding, Monterey Palms Holding,</p> <p>6 Almaden Holding, do they do anything other than just be</p> <p>7 the general partner in the operating companies?</p> <p>8 A No. They don't do anything else.</p> <p>9 Q And with regard to the holding companies, is</p> <p>10 that -- the person that functions for the holding company</p> <p>11 in acting as a general partner, would that be Linda</p> <p>12 Taetz?</p> <p>13 A She's the president of those entities as well,</p> <p>14 uh-huh.</p> <p>15 Q Okay. So if the -- if San Marcos Holding</p> <p>16 Company was going to do some function as a general</p> <p>17 partner of San Marcos Operating Company, that would --</p> <p>18 the literal aspect of that would be Linda Taetz would do</p> <p>19 something, is that right?</p> <p>20 A I don't -- I don't know the legalities of that,</p> <p>21 whether it's the entity or the president. So I'm not</p> <p>22 sure how to answer that.</p> <p>23 Q Well, I'm actually looking more for your</p> <p>24 understanding of the practical aspect of it. Does the</p> <p>25 holding company really serve any function other than just</p>	Page 33	<p>1 have asked, I don't have any more questions.</p> <p>2 MR. ROSS: None here, Doug. Thank you.</p> <p>3 MS. SCHNALL: No, thank you, Doug.</p> <p>4 MS. MIKIKIAN: No, thank you, Doug. You</p> <p>5 covered them. Thank you.</p> <p>6 MR. ALLEN: Well, I'm glad we got this out of</p> <p>7 the way. And once again, I apologize for the</p> <p>8 inconvenience of -- of the arrangements. But hopefully,</p> <p>9 this will assist you. And with that --</p> <p>10 MR. ROSS: All right. Thank you very much.</p> <p>11 MR. ALLEN: Again, reading and signing handled</p> <p>12 through your counsel?</p> <p>13 THE WITNESS: Yes, please. Thank you.</p> <p>14 MR. ALLEN: I do want a transcript and</p> <p>15 condensed copy.</p> <p>16 MR. ROSS: Okay. And I will send the exhibits</p> <p>17 as we discussed, and I'll copy you, Doug. And I'd like</p> <p>18 the same order on this transcript, please, Madam</p> <p>19 Reporter.</p> <p>20 THE REPORTER: Okay. Thank you.</p> <p>21 MR. ROSS: All right.</p> <p>22 MR. ALLEN: Thank you.</p> <p>23 (Deposition concluded at 12:52 p.m.)</p> <p>24 . . .</p> <p>25</p>

Kristy Prince Owen
February 15, 2022

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CERTIFICATE OF REPORTER

1
2
3 I, CONNIE WEBB, CSR NO. 10811, hereby certify that
4 the witness in the foregoing deposition, KENNETH
5 TABLER, has duly affirmed, remotely via Zoom
6 videoconference, to tell the truth, the whole truth,
7 and nothing but the truth in the within-entitled cause;
8 that the testimony of said witness was taken down in
9 shorthand by me, a Certified Shorthand Reporter and a
10 disinterested person, at the time and place herein
11 stated, and that the testimony of the said witness was
12 thereafter reduced to typewriting, by computer, under
13 my direction and supervision;

14 I further certify that I am not of counsel or
15 attorney for either or any of the parties to the said
16 deposition nor in any way interested in the outcome of
17 this case, and that I am not related to any of the
18 parties thereto.

19 I hereto declare under penalty of perjury that the
20 foregoing is true and correct. I have hereunto set my
21 hand on March 1, 2022.

22
23
24 CONNIE WEBB, CSR NO. 10811
25

EXHIBIT “D”

Taetz, Linda
People of the State of California v. Mariner Health care, Inc.

<p style="text-align: center;">SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF ALAMEDA</p> <p>PEOPLE OF THE STATE OF CALIFORNIA,))))) Plaintiff,))) - vs-) Case No.: RG21095881)) MARINER HEALTH CARE, INC.,) a Delaware corporation;) NATIONAL SENIOR CARE, INC.,) a Delaware corporation;) MARINER HEALTH CARE) MANAGEMENT CO., a Delaware) corporation; MARINER HEALTH) CENTRAL, INC., a Delaware) corporation; et al.))) Defendants.)))</p> <hr/> <p style="text-align: center;">VIDEOCONFERENCE DEPOSITION OF LINDA TAETZ Wednesday, February 16, 2022</p> <p style="text-align: right;">1</p>	<p style="text-align: center;">SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF ALAMEDA</p> <p>1) 2) 3) 4) 5 PEOPLE OF THE STATE OF) CALIFORNIA,) 6) Plaintiff,) 7) - vs-) Case No.: RG21095881 8) MARINER HEALTH CARE, INC.,) 9 a Delaware corporation;) NATIONAL SENIOR CARE, INC.,) 10 a Delaware corporation;) MARINER HEALTH CARE) 11 MANAGEMENT CO., a Delaware) corporation; MARINER HEALTH) 12 CENTRAL, INC., a Delaware) corporation; et al,) 13) Defendants.) 14) 15) 16) 17) 18 Videoconference deposition of LINDA TAETZ, taken 19 on behalf of Plaintiff, before Viola Fedden, Certified 20 Shorthand Reporter No. 5586, for the State of California; 21 commencing at 9:08 a.m., Pacific time, on Wednesday, 22 February 16, 2022, taken remotely via Zoom. 23) 24) 25)</p> <hr/> <p style="text-align: right;">2</p>
<p>1 APPEARANCES OF COUNSEL: 2 3 FOR PLAINTIFF: 4 DOUGLAS ALLEN Assistant District Attorney 5 701 Ocean Street, Suite 200 Santa Cruz, California 95060 6 (831) 454-2930 Douglas.Allen@santacruzcounty.us 7 ANDRES PEREZ 8 Deputy District Attorney 3501 Civic Center Drive, Suite 145 9 San Rafael, California 94903-4189 (415) 473-6450 10 Aperez@marincounty.org 11 LORI SCHNALL Deputy District Attorney 12 1225 Fallon Street, Suite 900 Oakland, California 94612-4208 13 (510) 272-6222 Lori.Schnall@acgov.org 14 SEZA MIKIKIAN 15 Deputy District Attorney 211 West Temple Street, Suite 1000 16 Los Angeles, California 90012 (213) 257-2450 Smikikian@da.lacounty.gov 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">3</p>	<p>1 APPEARANCES (CONTINUED): 2 3 FOR DEFENDANTS: 4 DARRYL ROSS Attorney at Law MARINER HEALTH CENTRAL, INC. 5 5440 Trabuco Road Irvine, California 92620 6 (949) 238-7775 daross@marinerhealthcare.com 7 8 9 FOR SPECIALLY APPEARING DEFENDANTS MARINER HEALTH CARE, INC., NATIONAL SENIOR CARE, INC., AND MARINER HEALTH CARE 10 MANAGEMENT COMPANY: 11 HOOPER, LUNDY & BOOKMAN, P.C. 12 Attorneys at Law 101 Montgomery Street, 11th Floor San Francisco, California 94104 13 (415) 875-8500 Mclark@health-law.com BY: MATTHEW CLARK 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">4</p>

Taetz, Linda
People of the State of California v. Mariner Health care, Inc.

<p>1 reorganization where SAVA was divested?</p> <p>2 A. Yes, I had.</p> <p>3 Q. And with whom did you meet?</p> <p>4 A. I met with Jane Moore, M-O-O-R-E -- and Jane is a</p> <p>5 registered nurse -- and her team is in the Fundamental</p> <p>6 Administrative Service IT Department.</p> <p>7 Q. Have you met with anyone else in traveling to a</p> <p>8 different state besides Mr. Hussey, Ms. Moore and Ms. Owen</p> <p>9 in Texas?</p> <p>10 A. At Fundamental, the offices that I just</p> <p>11 mentioned, we also had Nancy Taylor who was a vice</p> <p>12 president at the time of IT. We were converting to our</p> <p>13 new, at the time, electronic risk documentation system.</p> <p>14 Q. What is your electronic documentation system?</p> <p>15 A. MatrixCare.</p> <p>16 Q. And so when you say Ms. Moore is a VP of IT,</p> <p>17 that's a VP of Fundamental Administrative Services?</p> <p>18 A. That's correct.</p> <p>19 Q. Okay. They assisted you in transitioning to the</p> <p>20 MatrixCare?</p> <p>21 A. They did.</p> <p>22 Q. Okay. Is there anyone else that you have met</p> <p>23 with outside of California regarding Mariner business</p> <p>24 since the reorganization that we haven't discussed?</p> <p>25 A. Not that I can think of at the moment.</p> <p style="text-align: right;">29</p>	<p>1 Q. Fair enough. When you sat through the</p> <p>2 depositions of Mr. Tabler and Ms. Owen, did you hear them,</p> <p>3 to your recollection, misstate anything or make a mistake</p> <p>4 that you think ought to be corrected?</p> <p>5 A. Two things. I believe -- and it wasn't a</p> <p>6 mistake. I believe that Mr. Tabler said he knew I was</p> <p>7 president of "most" of the operating companies. I don't</p> <p>8 believe he said "all" of the operating companies.</p> <p>9 Operating companies that we've just discussed.</p> <p>10 And the only other thing I could think of is the</p> <p>11 office in Northern California for Mariner Health Central,</p> <p>12 Inc. is actually in Hayward, not in Oakland.</p> <p>13 Q. Okay.</p> <p>14 A. And I believe it's on Foothill Boulevard. I know</p> <p>15 it's Foothill Boulevard. I'm not sure of the actual</p> <p>16 address, but it is on Foothill Boulevard in Hayward.</p> <p>17 Q. Okay. That's the only two things that you recall</p> <p>18 that you would want to correct?</p> <p>19 A. Yes. The only thing I could think of at the</p> <p>20 moment, yes.</p> <p>21 Q. And when you would correct his answer about</p> <p>22 "most," you mean to correct it that you're president of</p> <p>23 all the operating companies?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. So going back to the various holding</p> <p style="text-align: right;">30</p>
<p>1 companies that are one percent general partners in the 18</p> <p>2 operating companies, do you know whether or not you hold a</p> <p>3 position in those holding companies?</p> <p>4 A. The holding companies that you were referring to?</p> <p>5 Q. Right. So for instance, starting on page 1 of</p> <p>6 Exhibit 3, second row to the bottom. We have Driftwood</p> <p>7 Hayward Holding, Skyline San Jose Holding, Verdugo Vista</p> <p>8 Holding. That line there, all the way across to the</p> <p>9 right, describes a number of holding companies. Not the</p> <p>10 ones above it.</p> <p>11 Do you know if you have a position with any of</p> <p>12 those companies?</p> <p>13 A. Yes. I believe I'm president of those holding</p> <p>14 companies.</p> <p>15 Q. Okay. You also, to your knowledge, are president</p> <p>16 of the bottom line which are the operating companies; is</p> <p>17 that correct?</p> <p>18 A. That is correct.</p> <p>19 Q. Okay. If we look at the next row above that, do</p> <p>20 those things also apply to Hayward Hills Operating</p> <p>21 Company, LLC and Hayward Hills Operating Company, LP? Are</p> <p>22 you president of both those companies?</p> <p>23 A. I believe so, yes.</p> <p>24 Q. Is that also true of Autumn Hills Holding</p> <p>25 Company, GP, LLC and Autumn Hills Operating Company, LP?</p> <p style="text-align: right;">31</p>	<p>1 A. That I don't recall. I apologize.</p> <p>2 Q. So you don't know whether you're president or</p> <p>3 not, one way or the other; is that correct?</p> <p>4 A. I believe I am, yes.</p> <p>5 Q. Okay. You believe you are, but that would be</p> <p>6 consistent with your understanding of the corporate</p> <p>7 organization, but you don't have a specific recollection;</p> <p>8 is that a fair statement?</p> <p>9 A. That is a fair statement.</p> <p>10 Q. Okay. Do you have a position with GC Operating</p> <p>11 Company, LLC?</p> <p>12 A. I don't recall at this moment.</p> <p>13 Q. Do you have a recollection as to who is the</p> <p>14 manager of GC Operating Company, LLC?</p> <p>15 A. Was the manager?</p> <p>16 Q. Well, it's an LLC, so typically we refer to the</p> <p>17 person in charge as a manager, but they may have some</p> <p>18 other title. But who is the person that is the</p> <p>19 decision-maker for GC Operating Company, LLC, if you</p> <p>20 recall?</p> <p>21 A. I don't recall at this moment.</p> <p>22 Q. I'm going to ask the same question. Who's the</p> <p>23 person that's the decision-maker, the actual person, the</p> <p>24 manager of GC Holding Company 2, LLC, if you know?</p> <p>25 A. I don't recall.</p> <p style="text-align: right;">32</p>

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